

To the Honorable Council City of Norfolk, Virginia August 25, 2015

From:

David Ricks, P.E., Director of Public Works

Subject: Acceptance of National Fish and Wildlife Foundation Sandy Grant for the Development of a Green Infrastructure Plan and Network for the Lafayette River Watershed.

Reviewed:

Ronald H. Williams, Jr., Deputy City Manager

Ward/Superward: City-wide

Approved:

Marcus D. Jones, City Manager

Item Number:

R-12

I. Recommendation: Adopt Ordinance

II. Applicant: City of Norfolk, Department of Public Works

III. Description:

This ordinance will authorize the acceptance and appropriation of the National Fish and Wildlife Foundation Sandy grant of \$4,640,000 to fund the implementation of various water quality practices including the development of a green infrastructure plan and framework for the Lafayette River, implementation of eight shoreline restoration projects, development of a green infrastructure training program, and development of a hands on project for high school students.

IV. Analysis:

This funding will be used to assist the City of Norfolk ("City") with meeting storm water regulatory requirements, meeting the Chesapeake Bay Total Maximum Daily Load, improving local water quality, and strengthening the watershed's resiliency.

V. Financial Impact:

The grant will fund \$4,640,000 for implementation of these practices with a \$257,343 match from funds previously appropriated from the FY 2011, FY 2012, and FY 2013 Stormwater CIP Fund. The grant will be administered utilizing current Storm Water Management staff.

VI. Environmental:

There is no negative environmental impact. These projects have a positive impact on local water quality, as well as, assist the City with meeting the water quality regulatory mandates from the Environmental Protection Agency ("EPA") and Department of Environmental Quality ("DEQ").

VII. Community Outreach/Notification:

Public notification for this agenda item is not required. Stakeholders were contacted during the application process and letters of support were received from a number of organizations including the Elizabeth River Project, Lafayette Wetlands Partnership, Port of Virginia, Hermitage Museum and Gardens, Virginia Zoo, Chesapeake Bay Foundation, Hampton Roads Planning District Commission, Virginia Lakes and Watershed Association, and Friends of Norfolk's Environment.

VIII. Board/Commission Action:

N/A

IX. Coordination/Outreach:

This ordinance has been coordinated with the City Attorney's office.

Supporting Material from the Department of Public Works:

- Ordinance
- Grant Award Notification
- Signed NFWF Agreement

7/22/15

Form and Correctness Approved

Office of the City Attorney

Contents Approved:

By ______ DEPT. Public Works Pursuant to Section 72 of the City Charter, I hereby certify that the money required for this item is in the city treasury to the credit of the fund from which it is drawn and not appropriated for any other purpose.

\$ 4,640,000

2275 35 8992

Account

AchyDirector of Finance NORFOLK, VIRGINIA

Date

ORDINANCE No.

AN ORDINANCE ACCEPTING A NATIONAL FISH AND WILDLIFE FOUNDATION GRANT IN THE AMOUNT OF \$4,640,000 FOR THE DEVELOPMENT OF A GREEN INFASTRUCTURE AND NETWORK FOR THE PLAN APPROPRIATING AND LAFAYETTE RIVER AND AUTHORIZING THE EXPENDITURE OF THE \$4,640,000 GRANT FOR THE GREEN INFASTRUCTURE PLAN AND NETWORK DEVELOPMENT.

WHEREAS, the City desires to accept grant funds of up to \$4,640,000 from the National Fish and Wildlife Foundation; and

WHEREAS, these funds will be used to fund the development of a green infrastructure plan and framework for the Lafayette River, construction of eight shoreline restoration projects, development of a green infrastructure training program, and implementation of a high school engagement program; now, therefore,

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the City hereby accepts the \$4,640,000 National Fish and Wildlife Foundation Grant.

Section 2:- That the \$4,640,000 in grant funds are hereby appropriated and authorized for expenditure for the water quality improvement practices and projects.

Section 3:- That the City manager and other proper officers of the City are authorized to do all things necessary to receive the grant funds and administer the projects.

Section 4:- That this ordinance shall be in effect from and after its adoption.

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9,	NATIONAL FISH AND WILDLE	ATIONAL FISH AND WILDLIFF	1 PROPOSAL ID: 2300.14.043308	2. GRANT ID: 43308		
7			3. RECIPIENT DUNS:	4.		
1	VFWF	GRANT AGREEMENT	074740069	Space Intentionally Left Blank		
5. RECIPIE	NT TYPE .		6. NFWF RECIPIENT			
State or Local Government		City of Norfolk				
7. NFWF R	RECIPIENT TYPE ate or Local Government NFWF RECIPIENT CONTACT out to Smith Outloon St, Ste 508 rfolk, VA 23510 : 757-823-4078 out.smith@norfolk.gov PROJECT TITLE eveloping a Green Infrastructure Plan and Network for the Lat. PROJECT DESCRIPTION plement eight shoreline restoration projects and develop a patershed in Norfolk, Virginia. Project will strengthen the water in hands. PERIOD OF PERFORMANCE bruary 2, 2015 to February 2, 2017 FUNDING SOURCE TYPE 14. FUNDING SOURCE deral FC.A062: U.S. Department of the Interior NON-FEDERAL MATCH REQUIREMENT 57,343 19. TABLE SEC. DESCRIPTION 1 NFWF Agreement Administration 2 NFWF Agreement Clauses 3 Representations, Certifications, and Other States	8. NFWF GRANTS ADMINI	STRATOR			
Scott Smith 810 Union St, Ste 508 Norfolk, VA 23510 Tel: 757-823-4078 scott.smith@norfolk.gov		Candace Leong National Fish and Wildlife Foundation 1133 15 th Street, N.W. Suite 1100 Washington, D.C. 20005 Tel:202-857-0166 Fax: 202-857-0162 Candace.Leong@nfwf.org				
		ture Plan and Network for the Lafay	yette River Watershed (VA)			
training co	urse, and involve 10 O OF PERFORMANC	60 high school students in hands-on E		eterans in a green infrastructure		
			15. FUNDING SOURCE AMOUNT	16. CFDA NUMBER		
Federal		FC.A062 : U.S. Department of the Interior	\$4,640,000	15.153		
17. NON-FEDERAL MATCH REQUIREMENT \$257,343		18. FEDERAL MATCH REQUIREMENT N/A				
		19. TABLE O	F CONTENTS			
SEC.	DESCRIPTION	3 (4 - 3 (4 - 9))				
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4	Representation	Representations, Certifications, and Other Statements Relating to Federal Funds- General				
5	Representation	Representations, Certifications, and Other Statements Relating to Federal Funds – Funding Source Specific				
6	Representation	s, Certifications, and Other Stateme	ents Relating to Non-Federa	l Funds – Funding Source Specific		
described in a NFWF Recipier completed, wi	full proposal as titled or nt agrees that it will rais th all NFWF funds and m	line 9 and incorporated into this Grant Agre e and spend at least the amount listed on lin	ard to the NFWF Recipient for the perment by reference. The NFWF Aves 17 and 18in matching contribution of Performance as set forth about herein.	ons on the Project. The Project must be ve. All items designated on this cover sheet		
20A. NAME A	AND TITLE OFAUTHOR	RIZEDRECIPIENT SIGNER(Type or Print)	21A. NAME AND TITLE OF AU	THORIZED NEWF SIGNER		
Manager D	Innes Oil Manne	-				

21B. NATIONAL FISH AND WILDLIFE FOUNDATION BY



SECTION 1 AGREEMENT ADMINISTRATION

1.1 Project Description/Purpose of Grant.

Implement eight shoreline restoration projects and develop a green infrastructure plan and framework for the Lafayette River watershed in Norfolk, Virginia. Project will strengthen the watershed's resiliency, engage 40 veterans in a green infrastructure training course, and involve 160 high school students in hands-on projects.

1.2 Amendments.

During the life of the Project, the NFWF Subrecipient is required to inform the NFWF Grants Administrator of any changes in contact information or in the Project scope of work, as well as any difficulties in completing the Project by the end of the Period of Performance, or in submitting reports by their due dates. If the NFWF Subrecipient determines that the amount of the budget is going to change in any one budget category by an amount that exceeds 10% of the Award, the NFWF Subrecipient must seek approval from the Grants Administrator. Amendment requests should be initiated by the NFWF Subrecipient upon determination of a deviation from the original Grant Agreement. However, NFWF may initiate the amendment if NFWF determines an amendment is necessary. Amendment requests are to be submitted via NFWF's Easygrants system.

1.3 Matching Contributions.

Matching Contributions consist of cash, contributed goods and services, volunteer hours, and/or property raised and spent for the Project. Matching Contributions for the purposes of this Project must meet the following criteria: (1) Verifiable from the NFWF Subrecipient's records; (2) Not included as contributions for any other Federal award; (3) Necessary and reasonable for the accomplishment of project or program objectives; (4) Are allowable under OMB Cost Principles; (5) Not paid by the U.S. Government under another Federal award except when authorized by Federal statute; (6) Provided for in the approved budget when required by the Federal awarding agency; (7) Committed directly to the project and must be used within the period of performance as identified in this Grant Agreement; (8) otherwise conform to the law; and,(9) are in compliance with the requirements of Section 2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions.

1.3.1 Documentation and Reporting of Matching Contributions. The NFWF Subrecipient must retain detailed time records for contributed services and original receipts and appraisals of real property and comparable rentals for other contributed property at its place of business in the event of an audit of the NFWF Subrecipient as required by applicable Federal regulations.

- 1.3.2 Cash, Goods and Services, and/or Property. The NFWF Subrecipient must report to NFWF as a part of the Final Report, the Matching Contributions received by the NFWF Subrecipient and expended in connection with the Project. Fair market value of donated goods and services, including volunteer hours, shall be computed as outlined in the appropriate OMB Circulars, regardless of whether this Grant Agreement is federally funded.
- **1.3.3 Property.** The NFWF Subrecipient may have a third party donor submit a letter to NFWF, documenting the fair market value and date of a Matching Contribution and stating that the donation is non-Federal, voluntary, and intended to qualify as a Matching Contribution. A letter provided to document a donation of real property must be accompanied by an appraisal by a certified appraiser; a letter provided to document rental of equipment or space must list three comparable rentals in the location of the Project.

1.4 Payment of Funds.

To be eligible to receive funds, NFWF Subrecipient must (1) return to NFWF an original executed copy of the grant agreement for the Project; (2) submit any due financial and programmatic reports; and 3) submit a complete and accurate payment request. NFWF Subrecipient may request funds by submitting a Payment Request via Easygrants. In the event that submission of a Payment Request via Easygrants is not possible, NFWF Subrecipient may arrange as agreed to by their NFWF Grants Administrator to submit the Payment Request via alternate means. NFWF Subrecipient may request advance payment of funds prior to expenditure provided that (1) NFWF Subrecipient demonstrates an immediate need for advance payment; and (2) NFWF Subrecipient documents expenditure of advanced funds on the next payment request and/or required financial report to NFWF. Approval of any advance payment of funds is made at the sole discretion of NFWF, based on an assessment of the NFWF Subrecipient's needs. In all other cases, funds are disbursed on a reimbursable basis. NFWF reserves the right to retain up to ten percent (10%) of funds until submission and acceptance of the final reports.

1.5 Reports.

1.5.1 Interim Programmatic and Financial Reports.

The NFWF Subrecipient will submit an interim programmatic report to NFWF based on the reporting schedule below. The interim programmatic report shall consist of written statements of Project accomplishments since Project initiation, or since the last reporting period, and shall be uploaded via NFWF's Easygrants system. Interim financial reporting may also be required based on the reporting schedule below.

1.5.2 Annual Financial Report.

An annual financial report detailing cumulative receipts and expenditures made under this Project is required annually, due on October 31st of each year of the grant term. In the annual financial report, the NFWF Subrecipient must report the amount of NFWF Funds expended during NFWF's fiscal year (October 1 — September 30). The NFWF Subrecipient must enter a justification when there is a difference between the amount disbursed by NFWF and the amount expended by the grantee. Failure to submit an annual financial report in a timely manner will delay payment of submitted payment requests.

1.5.3 Final Reports.

No later than 90 days after the completion of the Project, the NFWF Subrecipient will submit (1) a Final Financial Report accounting for all Project receipts, Project expenditures, and budget variances

(if any) compared to the approved budget; (2) a Final Programmatic Report summarizing and evaluating the accomplishments achieved during the Period of Performance; (3) copies of any publications, press releases and other appropriate products resulting from the Project; and (4) Photographs as described in Section 1.5.3.1 below. The final reports and digital photo files should be uploaded via NFWF's Easygrants system. Any requests for extensions of the final reports submission date must be made in writing to the NFWF Grants Administrator and approved by NFWF in advance.

1.5.3.1 Photographs.

Together with the Final Programmatic Report NFWF Subrecipient will submit a representative number (minimum of 5) of high-resolution (minimum 300 dpi) photographs depicting the Project. Photographs should be uploaded via NFWF's Easygrants system as individual .jpg files. NFWF requests, as appropriate for the Project, before-and-after images of the Project, images of species impacted by the Project, and images of staff/volunteers working on the Project. In the Final Programmatic Report narrative include for each submitted photograph the date the photograph was taken, the location of the photographed image, caption, photo credit, and any other pertinent information. By uploading photographs to NFWF's Easygrants system the NFWF Subrecipient certifies that the photographs are unencumbered and may be used by NFWF and Project Funders as part of or separately from the permissions pertaining to the use of posting of Final Reports in Section 2.

1.5.4 Certification and Representation.

For each report in this section, NFWF Subrecipient shall include the appropriate certification and representation pursuant to section 4.8.

1.5.5 Reporting Due Dates.

Reporting Task	<u>Task Due Date</u>
Interim Programmatic Report	April 15, 2015
Interim Financial Report	April 15, 2015
Interim Programmatic Report	October 31, 2015
Annual Financial Report	October 31, 2015
Interim Programmatic Report	April 15, 2016
Interim Financial Report	April 15, 2016
Interim Programmatic Report	October 31, 2016
Annual Financial Report	October 31, 2016
Final Programmatic Report	May 2, 2017
Final Financial Report	May 2, 2017

1.6 Access to Records.

NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the date of final payment or the close-out of all pending matters or audits related to this Agreement, whichever is later. NFWF shall have access to such records upon request.

SECTION 2 NFWF AGREEMENT CLAUSES

2.1 Restrictions on Use of Funds.

The NFWF Subrecipient agrees that any funds provided by NFWF and all Matching Contributions will be expended only for the purposes and programs described in this Grant Agreement. No funds provided by NFWF pursuant to this Grant Agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, or any other activities not authorized under this Grant Agreement or allowable under the Federal Cost Principles set forth in the OMB Circulars.

2.2 Assignment.

The NFWF Subrecipient may not assign this Grant Agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of NFWF.

2.3 Subawards and Contracts.

When making subawards or contracting, NFWF Subrecipient (1) shall abide by all required granting and contracting procedures, including but not limited to those requirements of OMB Circular A-110; (2) shall ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the provisions of OMB Circular A-110 and in the case of contracts, the required contractual provisions of OMB Circular A-110, Appendix A; and (3) shall ensure that such subaward or contracting complies with the requirements in Section 2.9.2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state and local requirements to lower-tiered subawardees and contractors.

2.4 Unexpended Funds.

Any funds provided by NFWF and held by the NFWF Subrecipient and not expended at the end of the Period of Performance will be returned to NFWF within ninety (90) days after the end of the Period of Performance.

2.5 Publicity and Acknowledgement of Support.

The NFWF Subrecipient gives NFWF the right and authority to publicize NFWF's financial support for this Grant Agreement and the Project in press releases, publications and other public communications. The NFWF Subrecipient shall not issue, participate in or contribute to any press releases, publications, annual reports, signage video credits, dedications, and other public communications relating to this Project, the Services thereunder, or this Agreement in any manner without the prior written consent of NFWF. If such consent is received, unless otherwise directed, NFWF Subrecipient agrees to: (i) give appropriate credit to NFWF and any Funding Sources identified in this Grant Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Grant Agreement or any of the project deliverables associated with this Grant Agreement; and (ii) include the disclaimer provided for herein. The NFWF Subrecipient must obtain prior NFWF approval for the use of the NFWF logo or the logo of any Funding Source and any public information releases concerning this Award.

2.5.1 Disclaimers.

Payments made to the NFWF Subrecipient under this Grant Agreement do not by direct reference or implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the NFWF Subrecipient through this Grant Agreement, including the U.S. Government, as

applicable, for the Project. All information submitted for publication or other public releases of information regarding this Grant Agreement shall carry the following disclaimer:

For Projects funded in whole or part with Federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources."

For Projects not funded with Federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions of the National Fish and Wildlife Foundation or its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the National Fish and Wildlife Foundation or its funding sources."

2.6 Posting of Final Reports.

The NFWF Subrecipient hereby acknowledges its consent for NFWF and any Funding Source identified in this Grant Agreement to post its final reports on their respective websites. In the event that the NFWF Subrecipient intends to claim that its final report contains material that does not have to be posted on such websites because it is protected from disclosure by statutory or regulatory provisions, the NFWF Subrecipient shall so notify NFWF and any Funding Source identified in this Grant Agreement and clearly mark all such potentially protected materials as "PROTECTED," providing an accurate and complete citation to the statutory or regulatory source for such protection.

2.7 Website Links.

The NFWF Subrecipient agrees to permit NFWF to post a link on any or all of NFWF's websites to any websites created by the NFWF Subrecipient in connection with the Project.

2.8 Evaluation.

The NFWF Subrecipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information to assist in evaluating the accomplishments of the Project for a period of five (5) years after the project end date, unless if any litigation, claim, or audit is started (irrespective of the NFWF Subrecipient's involvement in such matter) before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. NFWF shall notify NFWF Subrecipient if any such litigation, claim or audit takes place so as to extend the retention period.

2.9 Compliance with Laws.

2.9.1 In General. The NFWF Subrecipient agrees to conduct all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this Grant Agreement and must be flowed down to any and all contractors, subcontractors or subrecipients entered into by NFWF Subrecipient in the performance of this Grant Agreement.

2.9.2 Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Other Restrictions.

- **2.9.2.1** The NFWF Subrecipient shall ensure that no payments have been or will be made or received by the NFWF Subrecipient in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 et seq.), the UK Bribery Act 2010, or any other applicable anti-corruption laws or regulations in the countries in which the NFWF Subrecipient performs under this Grant Agreement.
- 2.9.2.2 The NFWF Subrecipient shall not provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Grant Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the NFWF Subrecipient knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list available http://www.treas.gov/offices/enforcement/ofac; (2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security at http://www.un.org/sc/committees/1267/aq sanctions list.shtml; (3) on the consolidated list maintained by the U.S. Department of Commerce http://export.gov/ecr/eg main 023148.asp, or (4) on such other list as NFWF may identify from time to time.
- **2.9.2.3** The NFWF Subrecipient shall ensure that its activities under this Grant Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.

2.10 Arbitration.

All claims, disputes, and other matters in question arising out of, or relating to this Grant Agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Subrecipient. Notice of the demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final. The terms of this provision will survive termination of this Grant Agreement.

2.11 Indemnity.

The NFWF Subrecipient shall indemnify and hold harmless NFWF, any Funding Source identified in this Grant Agreement, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending

any actions or threatened actions or liabilities arising from or in connection with the Project. The terms of this provision will survive termination of this Grant Agreement.

2.12 Insurance.

The NFWF Subrecipient agrees to obtain and maintain all appropriate and/or required insurance coverages against liability for injury to persons or property from any and all activities undertaken by the NFWF Subrecipient and associated with this grant agreement in any way. NFWF reserves the right to require additional insurance limits and policies based on specific activities under this Grant Agreement, that NFWF be named insured on all applicable insurance policies, and that the NFWF Subrecipient provide a certificate of insurance and/or copies of applicable insurance policies as requested by NFWF. The terms of this provision will survive termination of this Grant Agreement.

2.13 Choice of Law/Jurisdiction.

This Grant Agreement shall be subject to and interpreted by the laws of the District of Columbia, without regard to choice of law principles. By entering into this Grant Agreement, the NFWF Subrecipient agrees to submit to the jurisdiction of the courts of the District of Columbia. The terms of this provision will survive termination of this Grant Agreement.

2.14 Termination.

- **2.14.1** Upon the occurrence of any of the following enumerated circumstances, NFWF may terminate this Grant Agreement, or any portion thereunder, for default effective upon receipt by the NFWF Subrecipient of NFWF's written notice of termination, or as otherwise specified in the notice of termination:
 - **2.14.1.1** The NFWF Subrecipient is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors; or,
 - **2.14.1.2** The NFWF Subrecipient voluntarily or involuntarily undertakes to dissolve or wind up its affairs; or,
 - **2.14.1.3** In the event of suspension or debarment by the Government of the NFWF Subrecipient; or,
 - **2.14.1.4** In the event of any breach of the requirements set forth in Section 2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions; or,
 - **2.14.1.5** In the event NFWF learns that NFWF Subrecipient has an organizational conflict of interest, or any other conflict of interest, as determined in the sole discretion of NFWF, that NFWF believes cannot be mitigated; or,
 - **2.14.1.6** After written notice and a reasonable opportunity to cure the perceived non-compliance with any material term of this Grant Agreement. The cure period shall be considered the timeframe specified by the Government, if any, minus one (1) to five (5) days or as agreed upon by the Parties in writing, or if no time is

specified by the Government, ten (10) days or as otherwise agreed upon by the Parties. Within this time period the NFWF Subrecipient shall, as determined by NFWF, (a) satisfactorily demonstrate its compliance with the term(s) originally believed to be in non-compliance; or (b) NFWF, at its sole discretion, may determine that NFWF Subrecipient has satisfactorily demonstrated that reasonable progress has been made so as not to endanger performance under this Grant Agreement.

- **2.14.2** Either Party may terminate this Grant Agreement by written notice to the other Party for any reason by providing thirty (30) days' prior written notice to the other Party. NFWF shall have the right to terminate this Agreement in whole or in part at any time, if the Funding Source issues an early termination under the funding agreement(s) covering all or part of the Project at issue hereunder.
- **2.14.3** In the event of termination of this Grant Agreement prior to Project completion, the NFWF Subrecipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with NFWF, including but not limited to the following:
 - **2.14.3.1** Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in NFWF's notice).
 - **2.14.3.2** Place no further work orders or enter into any further subawards or contracts for materials, services or facilities, except as necessary to complete work as specified in NFWF's notice.
 - **2.14.3.3** Terminate all pending Project work orders, subawards, and contracts for work that has not yet commenced.
 - **2.14.3.4** With the prior written consent of NFWF, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and contracts.
 - **2.14.3.5** Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the NFWF Subrecipient under this Grant Agreement, whether completed or in progress.
 - 2.14.3.6 Return to NFWF any unobligated portion of the Award.

2.15 Entire Agreement.

These terms and conditions, including the Attachments hereto, constitute the entire agreement between the Parties relating to the Project described herein and supersede all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No representations or statements of any kind made by any representative of a Party, which are not stated herein, shall be binding on said Party.

2.16 Severability.

Each provision of this Grant Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

2.17 Interpretation and Construction.

- **2.17.1** This Grant Agreement shall be interpreted as a unified contractual document with the Sections and the Attachments having equal effect, except that in the event of any inconsistency between them. In the event of a conflict between any portion of this Grant Agreement and another portion of this Grant Agreement, first the Sections will apply, then any supplemental attachments.
- **2.17.2** The title designations of the provisions to this Grant Agreement are for convenience only and shall not affect the interpretation or construction of this Grant Agreement.
- **2.17.3** Every right or remedy conferred by this Grant Agreement upon or reserved to the Parties shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed a selection.
- **2.17.4** The failure of NFWF to exercise any right or privilege granted hereunder or to insist upon the performance and/or compliance of any provision of this Grant Agreement, a referenced contractual, statutory or regulatory term, or an Attachment hereto, shall not be construed as waiving any such right, privilege, or performance/compliance issue, and the same shall continue in full force and effect.
- **2.17.5** Notwithstanding any express statements regarding the continuation of an obligation beyond the expiration or termination of this Grant Agreement, the rights and obligations of this Grant Agreement which by their nature extend beyond its expiration or termination shall remain in full force and effect and shall bind the Parties and their legal representatives, successors, heirs, and assigns.

SECTION 3 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS GENERAL

3.1 Binding Obligation.

N " "

By execution of this Grant Agreement, NFWF Subrecipient represents and certifies that this Grant Agreement has been duly executed by a representative of the NFWF Subrecipient with full authority to execute this Grant Agreement and binds the NFWF Subrecipient to the terms hereof. After execution by the representative of the NFWF Subrecipient named on the signature page hereto, this Grant Agreement represents the legal, valid, and binding obligation of the NFWF Subrecipient, enforceable against the NFWF Subrecipient in accordance with its terms.

3.2 Additional Support.

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Subrecipient beyond the terms stated in this Grant Agreement.

3.3 Compliance with Laws.

By execution of this Grant Agreement and through its continued performance hereunder, the NFWF Subrecipient represents and certifies that it is conducting all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents.

3.4 Conflicts of Interest.

By execution of this Grant Agreement, NFWF Subrecipient acknowledges that it is prohibited from using any Project funds received under this Grant Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the NFWF Subrecipient or any of its employees, officers, volunteers, board members, or close relatives of any such persons (collectively, "Covered Parties"). For purposes of this Grant Agreement, a conflict of interest would include, but not be limited to, any Covered Parties exploiting the Project or Project funds for an improper personal or corporate gain. An organizational conflict of interest is defined pursuant to that set forth at subpart 9.5 of the Federal Acquisition Regulation. The NFWF Subrecipient represents and certifies that it has adopted a conflict of interest policy governing expenditure of funds and will comply with such policy in the use of any Project funds received under this Agreement. If NFWF Subrecipient becomes aware of any actual or potential conflict of interest or organizational conflict of interest, during the course of performance of this Grant Agreement, NFWF subrecipient will immediately notify NFWF in writing of such actual or potential conflict or interest or organizational conflict of interest.

SECTION 4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS

4.1 If the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds, the NFWF Subrecipient must read and understand certain applicable Federal regulations, including but not limited to, the following in Sections 4 and 5 of this Agreement as set forth herein.

If the NFWF Subrecipient is a non-profit organization, it will need to understand and comply with OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" and provisions of Appendix A to Part 215, as may be applicable; and, (ii) depending on what kind of organization it is, either (a) OMB Circular A-21 "Cost Principles for Educational Institutions" or (b) OMB Circular A-122 "Cost Principles for Non-Profit Organizations," in addition to other applicable Federal regulations.

If the NFWF Subrecipient is a State, Local or Tribal Government, it will need to understand and comply with OMB Circulars A-102 "Grants and Cooperative Agreements with State and Local Governments" and A-87 "Cost Principles for State, Local, and Indian Tribal Governments," in addition to other applicable Federal regulations.

If NFWF Subrecipient subawards any portion of the Project under this Grant Agreement to a third-party, NFWF Subrecipient shall, at a minimum, flow down those requirements and provisions required to be flowed down pursuant to the applicable regulations set forth above.

4.2 A-133 Audits.

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If the NFWF Subrecipient is a state or local government (includes Indian Tribes), or a non-profit organization, and it expends an aggregate of \$500,000 or more from all Federal sources in a fiscal year, it is subject to a special kind of audit as detailed in OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," which it will need to understand and comply with, in addition to other applicable Federal regulations.

4.3 Interest.

Any interest earned in any one year on Federal funds advanced to the NFWF Subrecipient that exceeds \$250 must be reported to NFWF, and the disposition of those funds negotiated with NFWF. Interest amounts up to \$250 per year may be retained by the Subrecipient for administrative expense.

4.4 Subrecipient Debarment and Suspensions.

Unless NFWF Subrecipient has submitted a written justification fourteen (14) days prior to execution of this Grant Agreement, stating the reason that this term does not apply, which has been expressly accepted and approved by NFWF prior to execution, by and through NFWF Subrecipient's execution of this Grant Agreement, NFWF Subrecipient warrants and represents its initial and continued compliance that it is not listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System has recently been consolidated within the System for Award Management at https://www.sam.gov/portal/public/SAM/. The NFWF Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided

by NFWF with any party listed on the General Services Administration's Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689.

4.5 Mandatory Disclosure.

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NFWF Subrecipient must disclose, in a timely manner, in writing to NFWF all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in this Grant Agreement, including termination, and any remedies provided under law, including suspension or debarment.

4.6 Trafficking in Persons.

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), NFWF Subrecipient shall comply with the below provisions. Further, NFWF Subrecipient shall flow down these provisions in all subaward and contracts, including a requirement that subSubrecipients similarly flow down these provisions all lower-tiered subawards and subcontracts. The provision is cited herein:

- a. Trafficking in persons.
 - 1. Provisions applicable to a recipient that is a private entity.
 - You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not
 - a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - Procure a commercial sex act during the period of time that the award is in effect; or
 - Use forced labor in the performance of the award or subawards under the award.
 - ii. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity
 - 1.1. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - 1.2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - 1. Associated with performance under this award; or
 - Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., "2 CFR part XX")].
 - Provision applicable to a recipient other than a private entity. We as the Federal awarding
 agency may unilaterally terminate this award, without penalty, if a subrecipient that is a
 private entity—
 - Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

a. Associated with performance under this award; or

b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., "2 CFR part XX")].

3. Provisions applicable to any recipient.

- i. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
- ii. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - Is in addition to all other remedies for noncompliance that are available to us under this award.
- 1.2.1. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- 4. Definitions . For purposes of this award term:
 - i. "Employee" means either:
 - An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an inkind contribution toward cost sharing or matching requirements.
 - ii. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage; or slavery.
 - iii. "Private entity":
 - a. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - b. Includes:
 - 1. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - 2. A for-profit organization.
 - 1.2.2. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

4.7 Subrecipient Monitoring Requirements.

NFWF Subrecipients receiving federal funds understand that NFWF may require NFWF Subrecipient to take corrective action measures in response to a deficiency brought to NFWF and NFWF Subrecipient's attention during the course of an audit.

4.8 Certification and Representation.

NFWF Subrecipient must submit those certifications and representations required by Federal statutes, or regulations to NFWF on an annual basis. Submission may be required more frequently if the NFWF Subrecipient entity fails to meet a requirement of a Federal award.

Programmatic and financial reports or payment requests under a Federal award must be submitted by a representative of the NFWF Subrecipient who has the NFWF Subrecipient's full authority to render such reports and requests for payment and certify to the following at time of submission:

By signing this [report] [payment request], I certify to the best of my knowledge and belief that the [report] [payment request] is true, complete, and accurate. [The expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Grant Agreement.]. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

SECTION 5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – FUNDING SOURCE SPECIFIC

The NFWF Subrecipient is responsible for ensuring that all project activities comply with the requirements of the National Environmental Policy Act (NEPA), as well as the Endangered Species Act (ESA) and the National Historic Preservation Act (NHPA).

Quality Assurance Project Plan.

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The NFWF Subrecipient shall complete a Quality Assurance Project Plan (QAPP) in accordance with the requirements as detailed in <a href="The Hurricane Sandy Competitive Grants Program - Quality Assurance Project Plan (QAPP) Development Guide at http://www.nfwf.org/hurricanesandy/Pages/new_grantees.aspx. The QAPP shall be completed by the NFWF Subrecipient and approved by NFWF prior to any data collection activities.

New Restrictions on Lobbying.

Pursuant to 43 CFR 18, if this subaward to the NFWF Subrecipient is in excess of \$100,000 and for any subaward or contract by the NFWF Subrecipient under this NFWF subaward in excess of \$100,000, the NFWF Subrecipient agrees, to the best of his or her knowledge and belief, that: a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; b. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the NFWF Subreceipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. c. The NFWF Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection

41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection: This requirement applies to all awards issued after July 1, 2013 and shall be in effect until January 1, 2017.

- a) This award and related subawards and contracts over the simplified acquisition threshold and all employees working on this award and related subawards and contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
- Recipients, and their subrecipients and contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the

Page 16 of 18

2300.14.043308 (Developing a Green Infrastructure Plan and Network for the Lafayette River Watershed (VA))
Template: 10/01/2014

- predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

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SECTION 6 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO NON-FEDERAL FUNDS – FUNDING SOURCE SPECIFIC

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Hurricane Sandy Coastal Resiliency Grant



Norfolk received a \$4.64 million grant for developing a green infrastructure plan and network for the Lafayette River watershed. The grant requires a \$257,343 city match and will be used to implement eight shoreline restoration projects and develop a green infrastructure plan and framework for the Lafayette River watershed.

TARGETED RESILIENCY PROJECTS INCLUDE:

KNITTING MILL CREEK SHORELINE

The project will restore a section of bulkhead along Mayflower Road between New Jersey Avenue and Virginia Avenue to match the existing bulkhead previously restored along the creek. Closer to Virginia Avenue, the bulkhead will be replaced with a living shoreline that will slowly transition into the more hardened structure. Efforts to improve buffers above the bulkhead and shoreline will also be included.

LAVALETTE SHORELINE

The shoreline along Beach Avenue in Riverview will be restored and extended southward past the end of LaValette Avenue, incorporating into an existing marsh system. The project will restore wetlands, upland buffers, and oyster reefs offshore where appropriate. It will also tie directly into a planned shoreline restoration project at the LaVallete boat ramp, creating a continuous restored shoreline.

VILLA CIRCLE SHORELINE

The project will restore sections of shoreline along Villa Circle between Rialto Place and Druid Circle. Upland buffers will be established, with consideration for replacing existing trees with more appropriate shoreline species. Offshore oyster reefs will also be constructed where appropriate.

TIDEWATER DRIVE BRIDGE SHORELINE

The shoreline on both sides of the southern end of the Tidewater Drive bridge will be reviewed for restoration, from West Avenue through Barraud Park. Appropriate sections will be restored and upland buffers extended, where possible, across the entire shoreline

FAIRMOUNT PARK SHORELINE

A section of shoreline at the end of Somme Avenue will be restored, removing rubble and replacing it with natural vegetation and upland plantings. Interest in a "walkable watershed," presented by the Fairmount Park civic league, in unrelated grant applications, will also be taken into account and options to tie into such a project incorporated.

GRANBY STREET BRIDGE SHORELINE

A section of shoreline adjacent to the northwest corner of the Granby Street bridge will be reviewed for shoreline restoration and protection. Options for the exposed location may include a hybrid hardened/living shoreline. Narrow oyster reefs will also be established where appropriate, matching the restored reefs on the opposite side of the bridge.

HORTH SHORE ROAD SHORELINE

Living shorelines will be restored protecting North Shore Road between Maury Arch and the entrance to the Hermitage Museum. This will link with past and proposed plans, by the museum to restore shorelines and buffers along their own property, creating a continuously restored shoreline.

HERMITAGE MUSEUM SHORELINE

The western edge of the Hermitage Museum property will be reviewed for restoration potential, with the goal of expanding wetlands along the shoreline to link with existing restoration areas.

NFWF - Hurricane Sandy Grant

Project Funding

Date: 5/13/2015

Developing a Green Infrastructure Plan and Network for the Lafayette River Watershed (VA) Grant
ID: 43308

	Budgeted	\$4,908,003
Total Project Value	Spent to date	\$208,140
	Budgeted	\$4,640,000
Grant Amount	Spent to date	
	Budgeted	\$268,003
Matching Contribution City of Norfolk	Spent to date	\$208,140
Coastal Resiliency Assessment		
Task 1: Fugro Atlantic "Lafayette River Tidal	Budgeted	\$196,193
Protection" Study	4000 10 4186 5501 FY13	\$152,501
Task 2: GIC - Green Infrastructure Capacity Assessment, Work Plan and Team Orientation	Budgeted	\$20,000
Task 3: Establish Data Needs and Obtain or Create Relevant Information	Budgeted	\$20,000
Task 4: Identify Current Green Infrastructure Assets	Budgeted	\$60,000
Community Coastal Resiliency Planning		
Task 5: Identify Threats to and Opportunities for Green Infrastructure Resources	Budgeted	\$20,000
Task 6: Determine Potential Implementation Projects from GIS Analysis	Budgeted	\$35,500
Restoration and Resiliency Projects	1	
	Budgeted	\$71,810
Task 7: Design Knitting Mill Shoreline	\$44,289.00 4000 35 3034-5583 FY11	
Restoration Project:	\$11,350.00 4000 10 3021-5303 FY12	\$55,639
Task 8: Construction Knitting Mill Shoreline	Budgeted	\$1,311,150
Restoration Project Task 9: Design Shoreline Restoration Projects	Budgeted	\$1,250,000
Task 10: Construction of Shoreline Restoration Projects	Budgeted	\$1,778,756
Green Infrastructure Training and Education		
Task 11: Green Infrastructure Training	Budgeted	\$70,000
Task12: Youth Engagement	Budgeted	\$74,594

NFWF - Hurricane Sandy Grant

Project Budget

Date: 5/13/2015

Developing a Green Infrastructure Plan and Network for the Lafayette River Watershed (VA)

Grant ID: 43308

Grant	ID: 43308		
			% Complete
Total Project Value	Budgeted	\$4,908,003	
Total Project value	Spent to date	\$208,140	4%
Grant Amount	Budgeted	\$4,640,000	
Grant Amount	Spent to date		0%
Matables Cantribution City of Navfolk	Budgeted	\$268,003	
Matching Contribution City of Norfolk	Spent to date	\$208,140	78%
Coastal Resiliency Assessment			
Task 1: Fugro Atlantic "Lafayette River Tidal	Budgeted	\$196,193	
Protection" Study	Spent to date	\$152,501	78%
Task 2: GIC - Green Infrastructure Capacity	Budgeted	\$20,000	
Assessment, Work Plan and Team Orientation	Spent to date		0%
Task 3: Establish Data Needs and Obtain or	Budgeted	\$20,000	
Create Relevant Information	Spent to date		0%
Task 4: Identify Current Green Infrastructure	Budgeted	\$60,000	
Assets	Spent to date		0%
Community Coastal Resiliency Planning			
Task 5: Identify Threats to and Opportunities	Budgeted	\$20,000	
for Green Infrastructure Resources	Spent to date		0%
Task 6: Determine Potential Implementation	Budgeted	\$35,500	
Projects from GIS Analysis	Spent to date		0%
Restoration and Resiliency Projects			
Task 7: Design Knitting Mill Shoreline	Budgeted	\$71,810	
Restoration Project:	Spent to date	\$55,639	77%
Task 8: Construction Knitting Mill Shoreline	Budgeted	\$1,311,150	
Restoration Project	Spent to date		0%
Tools Or Design Shareling Restoration Projects	Budgeted	\$1,250,000	
Task 9: Design Shoreline Restoration Projects	Spent to date		0%
Task 10: Construction of Shoreline Restoration	Budgeted	\$1,778,756	
Projects	Spent to date		0%
Green Infrastructure Training and Education			
	Budgeted	\$70,000	
Task 11: Green Infrastructure Training	Spent to date		0%
= 140 V 11 =	Budgeted	\$74,594	
Task12: Youth Engagement	Spent to date		0%

NFWF - Hurricane Sandy Grant

Performance Metrics

Date: 5/13/2015

Developing a Green Infrastructure Plan and Network for the Lafayette River Watershed (VA) Grant ID: 43308

				% Compl
Shoreline Restoration - Lineal Feet of Shoreline	Budgeted	12,200	LF	
Restored	Completed	0	LF	0%
Habitat Restoration Sandy - Wetland Restoration	Budgeted	3.35	Ac	
- Acres Restored	Completed	0.00	Ac	0%
Species Outcome: Sandy - American Oyster -	Budgeted	1.44	Ac	
Popluation - Acres occupied by species	Spent to date	0.00	Ac	0%
Planning, Research, Monitoring: Sandy -	Budgeted	1	Plan	
Management or Governance planning - # plans developed.	Spent to date	0	0 LF 3.35 Ac 0.00 Ac 1.44 Ac 0.00 Ac 1 Plan	0%
Planning, Research, Monitoring: Sandy -	Budgeted	2	Plan	
Research - # research studies completed.	Spent to date	1	Plan	40%
Capacity, Outreach, Incentives: Sandy - Outreach/Education/Technical Assistance -#	Budgeted	200	People	
people reached	Spent to date	0	People	0%

Smith, Scott

From:

easygrants@nfwf.org

Sent:

Monday, June 16, 2014 9:53 AM

To:

Smith, Scott

Cc:

mandy.chesnutt@nfwf.org; candace.leong@nfwf.org

Subject:

National Fish & Wildlife Foundation Award Notification - Project #43308

Dear Mr. Smith,

We are pleased to advise you that the National Fish and Wildlife Foundation, working on behalf of the United States Department of Interior, has been notified that an award of \$4,640,000 to the City of Norfolk, Virginia to support the Developing a Green Infrastructure Plan and Network for the Lafayette River Watershed (VA) project has been approved. This award is made on the condition that these funds will be matched by \$257,343 in additional funds raised by the City of Norfolk, Virginia specifically for this project.

We will be following up with you shortly with information on a webinar that NFWF will host for recipients of grants awarded through this program.

Candace Leong will be the Grants Administrator for this project. Candace will email you shortly to request completion of a financial data worksheet and to request edits to your proposal. Please let Candace know if you have any questions in the meantime. Candace can be reached at candace.leong@nfwf.org or 202-857-0166.

Sincerely,

The National Fish and Wildlife Foundation